



Conditions of Sale and Delivery

General

The following terms shall apply to all EWW offers and sales contracts. Conflicting and differing agreements or amendments shall only be binding if they are confirmed in writing by EWW.

Purchasing terms of the customer shall not be valid, even if EWW has not opposed expressly.

These conditions of sale and delivery are sustained by confirmation of the order and/or acceptance of the goods.

Offers / Contracts

The offers are subject to being sold; sales contracts shall become valid if EWW confirms the purchase order and/or performs the order by delivering the goods.

Transfer of Risk

The goods shall travel from the respective point of shipping at the purchaser's risk.

Payments

1. Payments have to be made in due time and without any deduction, unless otherwise agreed.
2. In case of default in payment customary bank interest shall be charged at least 4% over the discount rate of the European Central Bank.
3. All outstanding accounts of EWW shall be due immediately regardless of the duration of any discounted and credited bills if the terms of payment are not adhered to or if, after the individual sales contract is concluded circumstances become known that, in the opinion of EWW, warrant lowering the credit standing of the purchaser. Furthermore, EWW in such cases, is entitled to make outstanding deliveries only in return for advance payments or for securities and to withdraw from the sales contract after a suitable grace period or to demand compensation in damages due to non-performance.
4. Promissory notes and cheques shall be accepted subject to agreement only as provisional payment and shall be considered as paid upon encashment.
5. The customer is not entitled to retention of payment or rights of set-off unless the counter-claims are accepted by EWW or recognised by court judgement.

Delivery Time

1. Delivery times are non-binding unless agreed in writing within the scope of a transaction for delivery by a fixed date with express reference. Delivery times shall comment on the date of the confirmation of the order.
2. Part-deliveries are permissible.
3. In case of force majeure or other unforeseeable impediments which are not to be overcome by reasonable expenditure and for which EWW is not responsible (e.g. interruption of operations or material shortages, strikes etc.) the delivery times shall be extended within a reasonable period.

Reservation of Title

1. The delivered goods remain the property of EWW until full

payment of any outstanding business accounts from EWW to the customer including account balance debts.

2. The processing or modification of goods which remain the property of EWW in accordance with the previous paragraph (herein "conditional goods") shall always be carried out for EWW as manufacturer. When conditional goods are processed or modified by the customer with other goods not belonging to EWW, EWW shall acquire co-ownership of the new product in the ratio of the value of the conditional goods to that of the other processed or modified goods at the time of the processing or modification. The same applies to cases whereby conditional goods are mixed with or connected with other goods.
3. The customer already now assigns to EWW all claims by resale of conditional goods to third parties up to 120% of the sales price of the delivered goods. EWW shall be obliged to release all security rights in so far as their value exceeds that of the secured outstanding accounts by more than 25%.
4. In case of pledge, attachment or other orders by third parties the customer is obliged to inform EWW immediately in writing together with all documents necessary for an intervention.

Guarantee

1. EWW gives a guarantee for defects of the goods as defined by paragraph 434 German Civil Code, which is restricted on the rights of subsequent performance or substitute delivery. In case that such subsequent performance or substitute delivery are non-successful the customer is entitled to withdraw from the contract or to lower the purchase price. Customers claim for damages or compensation of useless expenditures is excluded unless in case of wilful or gross negligent conduct of EWW.
2. Notices of defects of deliveries have to be made immediately together with the numbers of the delivery note and the invoice.
3. EWW is granting a guarantee of one(1) year to all deliveries starting with the date of the delivery of the goods.
4. The obligation to give guarantee shall expire, if the goods are altered by the customer, are wrongly used or treated contrary to the instructions.
5. In case of claims for damages of the customer any and all indirect and consequential damages are expressly excluded from the guarantee, unless there is a liability of EWW for intent or gross negligence.

Jurisdiction

1. The sales contract concluded by EWW with the customer shall be governed by German law. The application of the UN sales law (CISG) is excluded.
2. Place of jurisdiction for both parties is Düsseldorf.

Miscellaneous

Should individual provisions of this agreement be or become invalid, the validity of the other provisions shall not be affected.